

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 05 Feb 03		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CODE SP0300		7. ADMINISTERED BY (If other than Item 6) CODE	
DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVE PHILADELPHIA, PA. 19111 Gordon Peterson (215) 737-4281		SEE BLOCK 6			
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)		(X) 9A. AMENDMENT OF SOLICITATION NO. SP0300-02-R-4035			
		X 9B. DATED (SEE ITEM 11) 07 JAN 03			
		10A. MODIFICATION OF CONTRACT/ORDER NO.			
		10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning <u>ONE</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Subject solicitation is amended as follows:					
1. Order Placement (page 24) and Item Availability (page 32) - Delivery orders will be placed 15 days prior to delivery date unless otherwise required by the ordering officer. All deliveries will be coordinated and verified with the FISC. All shipments to TAFS/AOEs will be scheduled and delivered in an arranged sequence. The sequence will be provided to the Prime Vendor by the FISC or Supply Officer aboard the ordering ship.					
2. Under section XIII, Qualified Products (page 19), the following is added: Meat products must be USDA IMPS or USDA IMPS equivalent.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
		KAREN R. AQUINO			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				BY _____	
				(Signature of Contracting Officer)	
16C. DATE SIGNED					
NSN 7540-01-152-9070 PREVIOUS EDITION UNUSABLE					
PerFORM (DLA)					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

3. Cargo Items (add as # 4 under Qualified Products (page 18)) – All items listed on the Cargo List (see attachment 5) must have the exact size, weight, packaging and cube as cited on the attached list. The cargo is subject to change semi-annually and contains approximately 200 items. All case weights must adhere to cargo requirements. NOTE: Some of the items on the attached cargo list will possibly change by contract
4. The following statement is incorporated into paragraph “H” page 39. Vendor may have to attend “on-load” conferences prior to each load-out.
5. Invoicing (add as “F” under Invoicing (page 38)) – Vendor must have capability to generate invoice to reflect one (1) line per each individual invoice or purchase order.
6. The following clauses are hereby incorporated into said solicitation:

**252.225-7000 Buy American Act--Balance of Payments Program Certificate.**

As prescribed in 225.1101(1), use the following provision:

**BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE  
(SEP 1999)**

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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**252.225-7001 Buy American Act and Balance of Payments Program.**

As prescribed in 225.1101(2), use the following clause:

**BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR  
1998)**

(a) *Definitions.* As used in this clause-

(1) "Components" means those articles, materials, and supplies directly incorporated into end products.

(2) "Domestic end product" means-

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind-

(A) Determined to be not mined, produced, or manufactured in the United States in sufficient and

reasonably available commercial quantities and of a satisfactory quality; or

(B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) "End product" means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).

(4) "Nonqualifying country end product" means an end product that is neither a domestic end product nor a qualifying country end product.

(5) "Qualifying country" means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) "Qualifying country component" means an item mined, produced, or manufactured in a qualifying country.

(7) "Qualifying country end product" means-

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d) in a manner that will encourage a favorable international balance of payments by providing a preference to domestic end products over other end products, except for end products which are qualifying country end products.

(c) The Contractor agrees that it will deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act-Balance of Payments Program Certificate provision of the solicitation. An offer certifying that a qualifying country end product will be supplied requires the Contractor to deliver a qualifying country end product or a domestic end product.

(d) The offered price of qualifying country end products should not include custom fees or duty. The offered price of nonqualifying country

end products, and products manufactured in the United States that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, when the Buy American Act is applicable, each nonqualifying country offer is adjusted for the purpose of evaluation by adding 50 percent of the offer, inclusive of duty.

7. The following are the results from the 21 Jan. Pre-Proposal Q & A:

*Question: Will the inspections replace audits?*

No, the inspectors will continue to take samples and at some point during the life of the contract an audit will be conducted.

*Question: Explain how deliveries will be made to the brow of the ship?*

In Norfolk there is a pier warehouse for deliveries. In Earle, deliveries must be made directly to the pier.

*Question: If an item is not currently in their inventory, what should the Prime Vendor offerors do with regard to request for invoice price?*

It is acceptable to provide a quote in lieu of an invoice for any item not in the Prime Vendor inventory.

*Question: Will the KO grant latitude if the contract mandates 100% fill rate and the initial load out requirement for one of the items is 100 cases and with short notice prior to the RDD the ship increases the demand to 300 cases?*

No, 100% fill rate is mandatory for this contract and it is the Prime Vendor's responsibility to work closely with the FISC, KO, and Account Manager to ensure that the requirements are met.